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Attorneys for Secured Creditor  
7 JPMorgan Chase Bank, N.A., its assignees and/or successors in interest

8 UNITED STATES BANKRUPTCY COURT  
9 DISTRICT OF NEVADA

10 In re:

11 ROBERT ELLIS BRANSON  
12 RHONALYNN ESPINA  
13 BRANSON

Debtors

CHAPTER 13  
BANKRUPTCY NO.: 14-51672-GWZ

DATE: December 18, 2014  
TIME: 1:30 p.m.  
RE: 2012 Toyota Corolla  
VIN 5YFBU4EE7CP050929

14  
15  
16 **OBJECTION TO CONFIRMATION OF PLAN**

17 JPMorgan Chase Bank, N.A., (hereinafter "Chase") is a Secured Creditor in the above-  
18 entitled bankruptcy proceeding and hereby submits the following Objection to the Confirmation  
19 of that certain Chapter 13 Plan proposed by Debtors.

20 1. On October 1, 2014, Debtors filed a petition for relief under Chapter 13 of the United  
21 States Bankruptcy Code. On October 1, 2014, Debtors filed a Chapter 13 Plan.

22 2. Chase holds a secured claim pursuant to a certain Simple Interest Vehicle Contract  
23 For Sale and Security Agreement entered into by the Debtors, Robert Ellis Branson and  
24 Rhonalynn Espina Branson, on or about June 7, 2014. A copy of the Vehicle Contract is attached  
25 hereto, incorporated herein, and marked Exhibit "A." The vehicle securing said obligation is

1 described as a 2012 Toyota Corolla, VIN 5YFBU4EE7CP050929. A copy of the Certificate of  
2 Title is attached hereto, incorporated herein, and marked Exhibit "B."

3 3. Debtors purchased the collateral for personal use within 910 days of the filing for  
4 relief.

5 4. The balance owed on the contract is \$16,009.09 with interest at the contract rate of  
6 19.45% per annum.

7 5. Debtors' Chapter 13 Plan proposes to pay Chase's claim as a secured claim at the  
8 claim amount of \$8,000.00 to be paid at 0.00% interest, with monthly installment payments of  
9 \$133.33.  
10

11 6. Chase objects to confirmation of the plan unless the claim is paid in full at Till rate  
12 of interest.

13 7. Pursuant to 11 U.S.C. Section 1325 (a)(5)(B)(ii) Chase should be paid an amount  
14 sufficient to provide adequate protection during the period of the plan. Pre-confirmation adequate  
15 protection payments should begin **immediately** and plan payments should begin within thirty (30)  
16 day of plan confirmation.

17 8. Therefore, pursuant to Section 1325 of the Bankruptcy Code, JPMorgan does not  
18 accept the proposed treatment of their claim.

19 WHEREFORE, Secured Creditor prays as follows:

20 (1) That confirmation of the proposed Chapter 13 plan be denied unless accommodation  
21 of the above-referenced numbers can be accommodated or unless amended to provide for  
22 surrender with estimated deficiency and not in full satisfaction of debt;

23 (2) For attorneys fees and costs incurred herein in the amount of \$450.00;

24 (3) For dismissal of the Chapter 13 proceeding;  
25

(4) For any and all other relief that this Court deems appropriate.

Dated this 7<sup>th</sup> of October, 2014.

WEINSTEIN, PINSON & RILEY, P.S.

/s/ Charles L. Kennon, Esq.

Charles L. Kennon, III, Esq. (7772)

Aaron M. Waite, Esq. (7947)

6785 S. Eastern Avenue, Suite 4

Las Vegas, NV 89119

Attorneys for Secured Creditor

JPMorgan Chase Bank, N.A., its assignees and/or  
successors in interest

**CERTIFICATE OF MAILING**

The undersigned hereby declares and certifies that on October 7<sup>th</sup>, 2014, a copy of the  
Secured Creditor's OBJECTION TO THE CONFIRMATION OF PLAN was served on the  
following parties by:

**Electronically mailed to:**

Kevin A. Darby, Esq.

kevin@darbylawpractice.com

William A. Van Meter, Esq.

**Depositing a copy in the United States Mail, postage prepaid and addressed to:**

Robert E. Branson

Rhonalynn E. Branson

2423 Drexel Way

Sparks, NV 89434

Debtors

I declare under penalty of perjury that the foregoing is true and correct.

/s/ Jennifer Shumway

An employee of

WEINSTEIN, PINSON & RILEY, P.S.



ANNUAL PERCENTAGE RATE		Your Payment Schedule (See page 1)			(b) Finance an additional	
The cost of your credit as a yearly rate		Number of payments	Amount of payments	Estimated payment per year		
7		312-72		MONTHLY PAYMENTS: 07/22/2014		
8		378-72		PAID OFF: 08/22/2020		
9						
<p><b>FINANCE CHARGE</b> The dollar amount the credit will cost you.</p> <p>\$ 1292.88</p>						
<p><b>Amount Financed</b> The amount of credit you receive in your bank.</p> <p>\$ 16760.99</p>						
<p><b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.</p> <p>\$ 27051.84</p>						
<p><b>Total Sales Price</b> The total price of the item, including all taxes and fees.</p> <p>\$ 28563.84</p>						

9. <b>Vertical Raising Prices</b>		<u>13876.76</u>
Price Decrease Entry Fee		<u>245.00</u>
(Price change requirements come and profit by the dealer for both units be imposed according, adjusting initial, and preventing the customer to the sale)		
Put Brackets	Unit/Unit Fee	<u>0.00</u>
Price Other	<u>0.00</u>	<u>0.00</u>
Price Other	<u>0.00</u>	<u>0.00</u>
Price Other	<u>0.00</u>	<u>0.00</u>
Total Variable Raising Price		<u>13876.76</u>
10. <b>Total Sales Tax</b>		<u>3108.88</u>
B. Amount Paid to Public Officials		
a. Tasting Fee		<u>28.25</u>
b. Inspectionary time		<u>0.00</u>
c. Other		<u>0.00</u>
Total Official Fees (Add all through 7c)		<u>28.25</u>
C. Operating Expenses, Items or Charges		
Total Operating requirements, Item or charge		<u>0.00</u>
Total (Add all through 7c)		<u>0.00</u>
D. TOTAL CASH SALES PRICE		<u>17489.33</u>
E. TOTAL Sales Tax		<u>0.00</u>

[illegible][illegible]

County \_\_\_\_\_ State \_\_\_\_\_  
Your address after receipt of possession of Certificate \_\_\_\_\_  
Person \_\_\_\_\_ City \_\_\_\_\_

Signature of \_\_\_\_\_  
 (Print in Capital)  
 Is this Buyer's name, first name and last name as on page 11 of it is applicable to this contract.  
 Buyer's signature \_\_\_\_\_  
 Co-Buyer's signature \_\_\_\_\_

Section 15 is incorporated into this agreement for purposes of state disclosure  
this contract are a part of this contract and are incorporated herein by reference.  
Page 12, SECTION 15, is held in full up to before the \_\_\_\_\_ (day) of \_\_\_\_\_

nt. Signatures to document this contract. Your electronic signature  
paper documents. We may designate our authoritative copy of this  
copy in a document management system we designate for storing  
a paper original. We will do so by printing one paper copy and  
on it. It will have the same effect as if you had signed it original  
s, we will comply with all applicable federal, state and local law and

RECEIVE A PIER COPY OF THE ORIGINAL CONTRACT, TERMS, CONDITIONS AND DISCLOSURES TO TAKE WITH YOU.

**READY TO BUY?**

Fill in any blank spaces. You are entitled to a completed copy of the vehicle's history report. If you are not satisfied with the information, you are entitled to a refund of the unused portion of the purchase price. If you are not satisfied with the information, you are entitled to a refund of the unused portion of the purchase price.

ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE ESTE DOCUMENTO ES PARTE DEL CONTRATO DE VENTA.

THE TIME OF SIGNING.  
AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.  
11A Co-Insured: [Signature] Date: 06/02/11 by [Signature]

## Page 1

**EXHIBIT "A"**



#### ADDITIONAL TERMS AND CONDITIONS

Maytag Industrial Machinery Ltd is a limited partnership, The Finance Charge, Total of Payments and Payment Structure set forth in the disclosure on page 4 of 2 are final. The final payment that must be made when the dealer payments are received and payment which must be made after the payment is made. For example, when payments are made the amount of each payment plus that payment, which will make your final payment to be higher. Your dealer requires you to pay the final payment on the date due, which payment will be equal to all unpaid debt (the entire loan contract), upon if the amount of the final payment differs from the amount of final payment contract on page 4 of 2 of this contract.

On the basis of the foregoing, the undersigned hereby certifies that the above information is true and correct to the best of his knowledge and belief, and that he is not aware of any material misstatements or omissions in the foregoing information. The undersigned further certifies that he is not aware of any material misstatements or omissions in the foregoing information, and that he is not aware of any material misstatements or omissions in the foregoing information.

[illegible]

NOTES: The information listed on any document you submit to us is for your reference only. It is not intended to be substituted for the information the Graduate Council for the Security Institute may provide to you and is not intended to be used in any way that would be construed as an endorsement of the Graduate Council for the Security Institute or any of its programs.

Location: The location of the Graduate Council for the Security Institute is 10000 North 10th Avenue, Suite 100, Denver, Colorado 80231. The location of the Graduate Council for the Security Institute is 10000 North 10th Avenue, Suite 100, Denver, Colorado 80231. The location of the Graduate Council for the Security Institute is 10000 North 10th Avenue, Suite 100, Denver, Colorado 80231.

[illegible][illegible]

Information to Insurance Company or Agent: You give your permission to furnish any information about the Contents or any information about insurance policies in the District to an insurance agent or company.

[illegible][illegible][illegible][illegible]

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on page 1 of 2, federal regulations may require a metal buyer's guide to be displayed on the window.

\* THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT AND IS VALID ONLY ON THE WINDOW FORM. IT OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

1. **Radikalisierung:** Dieser may branchen (Witz) continue. To another concept (Falschheit). This person will have 100% of Baker's rights, privileges and protection. The Baker may assist

Full Name: William C. Coker Date: 10/10/1964

City of Reno

IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THE PROGRAM, INTERVIEWEES MUST HAVE BEEN ASSIGNED AS SUBJECTS IN THE STUDY. INTERVIEWEES MUST BE CURRENTLY IN THE STUDY AND HAVE NOT YET COMPLETED THE STUDY. ALL INTERVIEWEES MUST BE CURRENTLY IN THE STUDY AND HAVE NOT YET COMPLETED THE STUDY.

[illegible]

It is acknowledged that the information contained herein is confidential and proprietary to the Applicant and is being provided to the Respondent for the Respondent's use in connection with the Respondent's application for a license to operate a business in the State of New York. The Respondent agrees to maintain the confidentiality of the information and to use the information solely for the purposes of the Respondent's application for a license to operate a business in the State of New York. The Respondent further agrees to indemnify and hold the Applicant harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Applicant in connection with the Respondent's application for a license to operate a business in the State of New York.

F. INCORPORATES Bearer's name and unconditionally guarantees the prompt payment of some or the total amount of the interest and any accrued interest on the above amount owed to by Bearer and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of the above amount, either under all deferred installments by reason of any failure to pay interest at maturity or in full payment or within 30 days, or failing by reason of non-payment of the above amount, or by reason of any failure by Assignee to pursue Bearer or the Assignee in their property or Bearer or its heirs to strict equity jurisdiction which may be available, and releases any and all defenses arising out of the present mortgage.

\_\_\_\_\_ Date: \_\_\_\_\_

3. **REPLACEMENTS** In the event of death by the Buyer or any one of the terms or conditions of the contract, Buyer will reimburse and reimburse the Colonial, or its assigns, for the cost of replacement of the term and condition of the contract as shown on the Colonial will be replaced in any event.

\* All fees as a price paid to the trust include salaries of the trustees and any married partners, if both must submit agreed to by Peter and Andrew in a deed.

[illegible]

Assigns then holds them as Cultural.

Author \_\_\_\_\_ Py \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at the City of New York, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

any and all claims, damages, losses, costs, expenses, attorney's fees, and other amounts payable by or for the Client, arising out of or in connection with the use of the Services, shall be the sole responsibility of the Client. The Client shall defend, indemnify and hold the Provider harmless from and against all such claims, damages, losses, costs, expenses, attorney's fees, and other amounts payable by or for the Client, arising out of or in connection with the use of the Services, whether or not such claims, damages, losses, costs, expenses, attorney's fees, and other amounts are caused in whole or in part by the negligence of the Provider. The Client shall also defend, indemnify and hold the Provider harmless from and against all such claims, damages, losses, costs, expenses, attorney's fees, and other amounts payable by or for the Client, arising out of or in connection with the use of the Services, whether or not such claims, damages, losses, costs, expenses, attorney's fees, and other amounts are caused in whole or in part by the negligence of the Provider. The Client shall also defend, indemnify and hold the Provider harmless from and against all such claims, damages, losses, costs, expenses, attorney's fees, and other amounts payable by or for the Client, arising out of or in connection with the use of the Services, whether or not such claims, damages, losses, costs, expenses, attorney's fees, and other amounts are caused in whole or in part by the negligence of the Provider.

This report is acceptable as the signature or initials of the person who prepared it are written in the space provided below the name of the preparer.

Author \_\_\_\_\_ Date \_\_\_\_\_

4. WITHIN THE SPACE PROVIDED, THE APPLICANT MUST INDICATE THE NUMBER OF EACH SOURCE OF INFO. AS SET FORTH IN THE INSTRUCTIONS ABOVE.

Grade: \_\_\_\_\_  
Title: General Manager SALES

Source: *See Table 2.10 (continued)*



## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 5YFBU4EE7CP050929	YEAR 2012	MAKE TOYT	MODEL COROLLA/S/	VEHICLE BODY P4D	TITLE NUMBER
DATE ISSUED 07/29/2014	ODOMETER MILES 41495	FUEL TYPE G	SALES TAX PD	EMPTY WT	GROSS WT
VEHICLE COLOR	ODOMETER BRAND ACTUAL MILES				GWWR
				BRANDS	

OWNER(S) NAME AND ADDRESS  
BRANSON RHONALYNN ESPINA  
BRANSON ROBERT ELLIS  
1416 HEATHER CT  
SPARKS NV 89434-2614

OR

EXHIBIT "B"

LIENHOLDER NAME AND ADDRESS  
JPMORGAN CHASE BANK NA  
PO BOX 901098  
FORT WORTH TX 76101-2098

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME OF AGENT AND COMPANY \_\_\_\_\_

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer \_\_\_\_\_

Nevada Driver's License Number or Identification Number \_\_\_\_\_

☐ AND  
☐ OR

Printed Full Legal Name of Buyer \_\_\_\_\_

Nevada Driver's License Number or Identification Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
I certify to the best of my knowledge, the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
The mileage stated is in excess of its mechanical limits.  
The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
Exempt - Model year over 9 years old.

ODOMETER READING \_\_\_\_\_

Signature of Seller(s)/Agent/Dealership \_\_\_\_\_

Printed Name of Seller(s)/Agent/Dealership \_\_\_\_\_

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number \_\_\_\_\_

Date of Sale \_\_\_\_\_

Signature of Buyer \_\_\_\_\_

Printed Full Legal Name of Buyer \_\_\_\_\_

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO:

2041574C

(THIS IS NOT A TITLE NO.)

VM-2 (Rev. 8/10)

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE